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Attorneys for Secured Creditor

**CATHAY BANK**

**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

In re

MARTIFER AURORA SOLAR, LLC, a  
Nevada limited liability company.

Debtor.

- ☐ Affects Martifer Aurora Solar, LLC  
☐ Affects Martifer Solar USA, Inc.  
☒ Affects All Debtors

Case Nos. BK-S-14-10355-abl and BK-S-14-10357-abl

Jointly Administered Under Case No. BK-S-14-10355-abl

Chapter 11

**CATHAY BANK'S STATEMENT OF POSITION REGARDING THE FIRST INTERIM APPLICATIONS FOR COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR THE INTERIM FEE PERIOD ENDING APRIL 30, 2014, FILED BY (1) FOX ROTHSCHILD LLP, (2) FOLEY HOAG LLP, AND (3) WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN LLP**

Hearing Date: June 9, 2014

Hearing Time: 9:30 a.m.

1 Cathay Bank ("Bank") respectfully submits this Statement of Position Regarding the First  
2 Interim Applications for Compensation and Reimbursement of Expenses for the Interim Fee  
3 Period Ending April 30, 2014, Filed by (1) Fox Rothschild LLP, (2) Foley Hoag LLP, and (3)  
4 Wolf, Rifkin, Shapiro, Schulman & Rabkin LLP on May 12, 2014 (ECF Nos. 761, 763, and 765).

5 The Bank takes no position as to whether the requested compensation and reimbursement  
6 of expenses represents reasonable compensation for actual, necessary services and reimbursement  
7 for actual, necessary expenses within the meaning of 11 U.S.C. §§ 330 and 331. The Bank files  
8 this Statement of Position to indicate that the Bank does not consent to use of its cash collateral to  
9 pay any such compensation or expenses.

10 Furthermore, payment of any amount to be paid on account of the Carve-Out (as such term  
11 is used in the Order Approving Stipulation and Final Order Pursuant to 11 U.S.C. §§ 361, 362 and  
12 363 and Fed. R. Bankr. P. 4001(b) and 4001(d): (I) Authorizing Debtors to Use Cash Collateral  
13 and Provide Adequate Protection; and (II) Granting Related Relief entered May 23, 2014 (ECF  
14 No. 822)) is fully subordinate to the Bank's pre- and post-petition liens, replacement liens, and  
15 security interests.

16 DATED: May 27, 2014

**FRANDZEL ROBINS BLOOM & CSATO, L.C.**

MICHAEL GERARD FLETCHER, ESQ.

REED S. WADDELL, ESQ.

18 By: /s/ Reed S. Waddell

19 REED S. WADDELL, ESQ.

20 Attorneys for Secured Creditor CATHAY BANK  
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